

McMANIMON, SCOTLAND & BAUMANN, LLC

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Attorneys for Anthony Sodono, III, Temporary Receiver

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

TRADERS GLOBAL GROUP INC., a New
Jersey corporation, d/b/a “My Forex Funds”;
TRADERS GLOBAL GROUP INC., a Canadian
business organization; and MURTUZA KAZMI,

Defendants.

Civil Action No. 3:23-cv-11808-ZNQ-TJB

**CERTIFICATION OF SARI B. PLACONA, ESQ., IN SUPPORT OF
TEMPORARY RECEIVER’S APPLICATION TO EMPLOY
McMANIMON, SCOTLAND & BAUMANN, LLC, AS COUNSEL**

SARI B. PLACONA, of full age, hereby certifies, pursuant to 28 U.S.C. § 1746, as follows:

1. I am an attorney at law duly admitted to practice before this Court. I am a partner with the law firm of McManimon, Scotland & Baumann, LLC (“MS&B”), which maintains offices for the practice of law at 75 Livingston Avenue, Suite 201, Roseland, New Jersey 07068.

2. This certification is submitted in connection with the proposed retention of MS&B as counsel for Anthony Sodono, III, Temporary Receiver (“Temporary Receiver”) for Traders Global Group Inc., a New Jersey corporation, d/b/a “My Forex Funds”; Traders Global

Group Inc., a Canadian business organization; and Murtuza Kazmi (the “Receivership Defendants”).

3. MS&B possesses the requisite expertise in the fields of, among other things, litigation, general corporate, receiverships, reorganization insolvency, bankruptcy, and related matters.

4. The individuals presently designated to represent the Temporary Receiver and their current hourly rates are:

Anthony Sodono, III (Member)	\$695
Sari B. Placona (Partner)	595
Diane Perrotta (Paralegal)	235
Stacy Lipstein (Paralegal)	235

Other members or associates of the firm also may render services to the Temporary Receiver, if appropriate; their current hourly rates are as follows:

Senior Members/Partners	\$325 to \$695 per hour
Associates	\$220 to \$410 per hour
Paralegals/Support Staff	\$145 to \$235 per hour

Notwithstanding the above-stated rates, MS&B has agreed to a 20 percent (20%) reduction of its hourly rates to serve as counsel to the Temporary Receiver.

5. MS&B reserves the right to adjust its hourly rates in the ordinary course of its business and to seek reimbursement for expenses and disbursements.

6. Neither I, the law firm, nor any member thereof insofar as I, after due inquiry, have been able to ascertain, is or has been a creditor, an equity security holder, an insider of the Receivership Defendants, or has any other relationship with the Receivership Defendants or their agents, creditors, or other parties in interest, or their respective attorneys. Moreover, MS&B claims no interest in the suit or any of the parties thereto in any way which would disqualify it from serving the Temporary Receiver in good faith as a fiduciary for all of the beneficial owners

and creditors of the estate, as contemplated by L. Civ. R. 66.1(g) of the Local Civil Rules of the United States District Court for the District of New Jersey.

7. Neither I, the law firm nor any member thereof, insofar as I, after due inquiry, have been able to ascertain, is or has been, a director, officer or employee of the Receivership Defendants.

8. Neither I, the law firm, nor any member thereof, insofar as I, after due inquiry, have been able to ascertain, has an interest materially adverse to the interests of the Receivership Defendants or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Temporary Receiver or the Receivership Defendants.

9. Neither I, the law firm, nor any member thereof, insofar as I, after due inquiry, have been able to ascertain, holds or represents any interest materially adverse to the Temporary Receiver or the Receivership Defendants in the matters upon which MS&B is to be engaged.

10. Any and all fees and disbursements to MS&B in connection with legal services rendered to the Temporary Receiver during the course of this proceeding will be made only after application and authorization by this Court, upon notice to (i) the Commodity Futures Trading Commission; (ii) the Receivership Defendants and counsel; and (iii) other parties filing notices of appearance.

11. Neither I, the law firm, nor any member thereof, will, upon being retained, represent any other entity having an adverse interest in connection with this case.

I certify that the foregoing statements made by me are true and correct to the best of my knowledge, information, and belief.

Dated: September 5, 2023

/s/ Sari B. Placona

Sari B. Placona